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FOLEY AND LARDNER LLP SUITE 500 3000 K STREET NW WASHINGTON, DC 20007			EXAMINER GORT, ELAINE L	
			ART UNIT 3627	PAPER NUMBER

DATE MAILED: 01/10/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/816,454

Applicant(s)

MENNINGER ET AL.

Examiner

Elaine Gort

Art Unit

3627

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 21 November 2005.
2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 19-40 is/are pending in the application.
4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) 19-40 is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

DETAILED ACTION

Double Patenting

1. Claims 19-40 are provisionally rejected under the judicially created doctrine of double patenting over the claims of list found below of copending applications. This is a provisional double patenting rejection since the conflicting claims have not yet been patented.

The subject matter claimed in the instant application is fully disclosed in the referenced copending applications and would be covered by any patent granted on that copending application since the referenced copending applications and the instant application are claiming common subject matter, such as a system for managing a supply chain utilizing a network which all participants of the supply chain have access to data and forecasting capabilities.

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Art Unit: 3627

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The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA

1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970);and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

Claim Rejections - 35 USC § 112

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 22-24 and 32-34 are rejected under 35 U.S.C. 112, second paragraph, as being replete with instances of indefinites for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Examples follow, but Applicant must review the claims fully for other occurrences:

Claim 22 recites the limitation "the different first sets" in line 3 (emphasis added). There is insufficient antecedent basis for this limitation in the claim.

Claim 32 recites the limitation "the different first sets" in line 2 (emphasis added).

There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. **Claims 19-40 are rejected under 35 U.S.C. 103(a) as being unpatentable over A Whopping Inventory Task- Burger King's purchasing agency lures suppliers online to streamline its huge distribution system (hereafter referred to as Whopping Inventory) and Applicant's "RELEVANCE OF EACH DOCUMENT AND DISCLOSURE" (Note: Examiner construes both of these references to explain the Applicant's system prior to the invention) in view of Noori; Jost et al. (US Patent 6,778,651); IBM Technical Disclosure Bulletin; Shavit et al. (US Patent 4,799,156) and Examiner's Official Notice.**

Whopping Inventory discloses the claimed system and computer program product for managing an independent franchise supply chain comprising independent suppliers and independent franchise stores and an independent supply chain manager connected together by a network but is silent regarding:

Where the system obtains store sales data from the stores
specifically verifying and correcting discrepancies in the data format of the data entered;

logging of changes made to a database;

automatic comparing of a contract term in a master contract to data received relating to the sale of items; and

the generation of a signal of a discrepancy between the contract term and the received data.

Regarding claims 29-38 and 40, relating to claim terms such as “a component for” the limitations located after this phrase are given little patentable weight as a recitation of the intended use of the claimed invention must result in a structural difference between the claimed invention and the prior art in order to patentably distinguish the claimed invention from the prior art. If the prior art structure is capable of performing the intended use, then it meets the claim. Some may argue that a computer is a component capable of carrying out anything that it can be programmed to do. In re Casey, 152 USPQ 235 (CCPA 1967); In re Otto, 136 USPQ 458, 459 (CCPA 1963)

Noorie discloses that it is known in the art of supply chains to gather point-of-sales data and share it with other's in the supply chain to improve supplier responsiveness to their customers (page 599). It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system/program of Whopper Inventory and RELEVANCE OF EACH DOCUMENT AND DISCLOSURE with the sharing of sales data as taught by Noorie, in order to improve supplier/distributor responsiveness to stores needs.

Jost et al. discloses that it is known in the art of data management to verify and correct discrepancies in a data format of the data entered to allow order sources to have differing input formats while maintaining a single internal format for processing (see

abstract and column 57 line 62). It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system/program as modified above, with the verification and correcting of discrepancies in the data format of data entered as taught by Jost et al. in order to allow the stores to use differing input formats while maintaining a single internal format for processing by the system.

IBM Technical Disclosure Bulletin discloses that it is known in the art of database management to log changes made to a database to track changes made to the database. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system/program as modified above, with the logging of changes made to a database as taught by IBM Technical Disclosure Bulletin in order to track changes made to the database.

Shavit et al. discloses in column 13 lines 35+ that it is known in the art of master purchasing agreements to automatically compare a contract term in a master contract (master purchasing agreement) to data received relating to the sale of items to calculating a balance due for items purchased in an umbrella agreement. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system/program as modified above, with the comparing as taught by Shavit et al. in order to calculate a balance due for items purchased in an umbrella agreement.

The Examiner takes Official Notice that it is notoriously old and well known in the art of computer systems to generate a signal, such as an error messages, when discrepancies exist to notify users of the condition. It would have been obvious to one

having ordinary skill in the art at the time the invention was made to provide the system/program as modified above, with the generation of an error message as taught by Examiner's Official Notice in order to notify users of the discrepancy condition.

The following is provided for detailed clarification:

A system and computer program product for managing an independent franchise supply chain comprising independent suppliers and independent franchise stores and an independent supply chain manager connected together by a network (see first two paragraphs of Whopper Inventory)

A memory storing supplier master contracts with the independent suppliers negotiated by the independent supply chain manager on behalf of the independent franchise stores and/or independent distributors, where applicable (the 4th paragraph of Whopper Inventory discusses having one central repository of information for practically anything that goes into a restaurant and the second paragraph discusses the collecting of information from suppliers and distributors which would inherently include data relating to master contracts which RSI manages for Burger King);

Wherein each of a plurality of the supplier master contracts includes a term assigning directly or indirectly a particular first set of the independent franchise stores to the independent supplier to which to supply at least one item (for example see Whopper Inventory, paragraph one, discussing the distribution of beef, straws and napkins. A Specific beef distributor when chosen to supply a specific Burger King franchises is "assigned" to that independent franchise to supply beef; See also details regarding

master contract data stored in "RELEVANCE OF EACH DOCUMENT AND DISCLOSURE");

An independent supply chain manager computer system operatively connected to the memory and comprising one or more processors (such as RSI's computer system which is connected to their central data repository, see paragraph 4 of Whopping Inventory) and including the following components:

A component for storing a plurality of terms of the supplier master contracts in a supply chain electronic database accessible via the network (such as supplier's and distributor's sales, shipment info, pricing info and inventory information which is stored in the central repository as discussed in Whopping Inventory paragraphs 2 and 4);

A component for registering at least each of a plurality of the independent suppliers, and the independent franchise stores as one of at least two types comprising suppliers and stores, and maintaining a list of registered users in the independent supply chain manager computer (Examiner is construing the term registering to incorporate the definition of register which means "to make a record of" and therefore the 350 suppliers and distributors mentioned in Whopping Inventory paragraph 2 are registered as "suppliers" via the system as they are made of record when their information is contained within the central repository of information. The independent restaurants as discussed in paragraphs 1 and 4 of Whopper Inventory are registered as "stores" within the system as being the ones needing supplies);

A component for defining a plurality of data types for franchise store sales data, each of the data types including a set of parameters (the Examiner has modified

Whopper Inventory to incorporate store sales data as taught by Noorie in order to improve supplier responsiveness to the store's needs. In this modified scenario the sales data would include data including information on the item sold, dates sold and quantities);

A component for receiving franchise store sales data from a plurality of the independent franchise stores utilizing the network, the franchise store sales data comprising the sales of the goods by the independent franchise stores, wherein the sales of the goods are made manually over the counter (the Examiner has modified Whopper Inventory to incorporate store sales data as taught by Noorie in order to improve supplier responsiveness to the store's needs. In this modified scenario the sales data would include data including information on the items sold, dates sold and quantities. Such as number of burgers sold and details on types of burgers sold.);

A component for verifying a format of the franchise store sales data against the parameters of the defined data types (The Examiner has used Jost et al. as a teaching for verifying a format to allow stores to have their own input format while the system maintains one format);

A component for automatically correcting discrepancies between the format of the data and the parameters of the defined data types by translating the format of the franchise store sales data in accordance with the parameters of the defined data types (The Examiner has used Jost et al. as a teaching for automatically correcting discrepancies between the formats to allow stores to have their own input format while the system maintains one format);

A component for automatically logging the discrepancies in an electronic log and providing electronic access to the electronic log (Examiner has used IBM Technical as a teaching for automatically logging discrepancies for the purposes of tracking changes made to a database);

A component for the independent supply chain manager computer automatically obtaining franchise store sales data from a second set of the independent franchise stores, wherein the second set of independent franchise stores is determined by the supplier master contract associated with one of the independent suppliers and is equal to or less than the first set for that supplier master contract (Examiner has used Noorie as a teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. In this modified scenario the sales data would include data including information on the items sold, dates sold and quantities. Such as number of burgers sold and details on types of burgers sold.);

A component for the independent supply chain manager computer receiving data from the independent suppliers and/or independent franchise stores and/or distributors utilizing the network, the data relating to the sales of the items from the independent suppliers directly or indirectly to the independent franchise stores (such as supplier's and distributor's sales, shipment info, pricing info and inventory information which is received at the RSI/Supply system over the network as discussed in Whopping Inventory paragraphs 2 and 4);

A component for automatically comparing at least one contract term in one of the supplier master contracts for the items to received data relating to the sales of the items

(Examiner has used Shavit et al. to teach that it is known in the art of master purchasing agreements to automatically compare a contract term in a master contract to data received relating to the sale of items to calculating a balance due for items purchased in an umbrella agreement.);

A component for generating a signal if there is a discrepancy between the at least one contract term and the received data (the Examiner has taken Official Notice that it is notoriously old and well known in the art of computer systems to generate error messages to notify users of the condition. For example, it would have been obvious to one of ordinary skill that a notification would be sent out if the request for goods does not meet the contract terms. Such as the requested quantity exceeds the contract quantity to be supplied by the supplier.);

A component for providing an interface accessible on the network to allow access of the one of the independent suppliers to the franchise store sales data from the second set of independent franchise stores and/or data derived therefrom (Examiner has used Noorie to teach the sharing of store sales data with suppliers. Whopping Inventory and RELEVANCE OF EACH DOCUMENT AND DISCLOSURE discloses the use of master contractors assigned to stores);

(Regarding claims 20 and 30) Wherein the franchise store sales data is obtained in mid-promotion from the second set of the independent franchise stores associated with one of the supplier master contracts, wherein the second set of independent franchise stores is less than the first set of the independent franchise stores associated with the supplier master contract (Examiner has used Noorie as a

teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. Noorie discloses the obtaining of sales data continually, such as whenever an item is sold in a store. Therefore the data is obtained continuously which would incorporate being obtained in mid-promotion. In this modified scenario the sales data would include data including information on the items sold, dates sold and quantities. Such as number of burgers sold and details on types of burgers sold. The Examiner is construing the promotion to consist of the contract or umbrella agreement);

a component in the supply chain manager computer using sampling to determine based on this mid-promotion franchise store sales data from the second set of the independent franchise stores predicted sales for the remainder of the promotion for the first set of the independent franchise stores assigned by the supplier master contract to the one of the independent suppliers (Shavit et al. discloses in column 7 line 19 that it is old and well known in the art of supply chain systems to utilize forecasting to predict activities within a supply chain. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above with the forecasting of Shavit et al., in order to predict future sales activities within the supply chain);

a component for generating a communication or making accessible via the network to at least one of the supply chain participants data based on the predicted sales for the first set of the independent franchise stores (Examiner has used Shavit et al. above to teach that forecasting is well known, results of the forecasting would be provided to parties of interest);

(Regarding claims 21 and 31) wherein the franchise store sales data from the second set of the independent franchise stores associated with one of the supplier master contracts is less than the first set of the independent franchise stores associated with the supplier master contract (Examiner has used Noorie as a teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. Noorie discloses the obtaining of sales data continually, such as whenever an item is sold in a store, the data from different stores will inherently include different data, such as different quantities.);

a component in the supply chain manager computer using sampling to determine base on this franchise store sales data predicted sales for the first set of the independent franchise stores assigned by the supplier master contract to the one of the independent suppliers (Shavit et al. discloses in column 7 line 19 that it is old and well known in the art of supply chain systems to utilize forecasting to predict activities within a supply chain. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above with the forecasting of Shavit et al., in order to predict future sales activities within the supply chain);

a component for generating a communication or making accessible via the network to at least one of the supply chain participants data based on the predicted sales for the first set of the independent franchise stores (Examiner has used Shavit et al. above to teach that forecasting is well known, results of the forecasting would be provided to parties of interest);

(Regarding claims 22 and 32) a component in the supply chain manager computer forecasting aggregated future sales of one of the first sets of independent franchise stores utilizing the franchise store sales data for selected ones of the independent franchise stores (Shavit et al. discloses in column 7 line 19 that it is old and well known in the art of supply chain systems to utilize forecasting to predict activities within a supply chain. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above with the forecasting of Shavit et al., in order to predict future sales activities within the supply chain);

a component in the supply chain manager computer generating a communication or providing electronic access utilizing the network to the forecast of aggregated future sales of the first set of the independent franchise stores to the independent supplier for that first set (Examiner has used Shavit et al. above to teach that forecasting is well known, results of the forecasting would be provided to parties of interest);

(Regarding claims 23 and 33) further comprising a component in the supply chain manager computer converting the franchise store sales data for the sales of goods into items supplied by the independent supplier and aggregating the items supplied based on the first set of independent franchise stores assigned directly or indirectly to the particular one of the independent suppliers (Examiner has used Noorie as a teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. Noorie discloses the obtaining of sales data continually, such as whenever an item is sold in a store an order is generated automatically. By combining

these teachings along with the master contract agreements, orders are aggregated for individual suppliers when orders are placed with the individual suppliers.);

(Regarding claims 24 and 34) a component for automatically generating an electronic order form based on the forecast of aggregated future sales for ordering items from one of the independent suppliers (Noorie teaches the automatic generation of electronic orders based on sales data while Shavit et al. teaches the use of forecasting activities within the supply chain.);

a component for automatically electronically communicating the electronic order form (Noorie teaches the automatic communication of an order);

(Regarding claims 25 and 35) a component for allowing entry of a growth value into a field in a web page associated with the independent supply chain manager (Examiner takes official notice that it is known in the art of forecasting to provide a growth rate to predict future values. For example, it is old and well known to estimate growth rates by looking at historical rates and extrapolating what a future rate may be in order to predict more accurately future results. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above, with the growth rate of Examiner's Official Notice, in order to more accurately forecast future events, such as sales of particular items);

a component for electronically calculating a projected parameter associated with one of the supply chain participants based at least in part on the growth value (Examiner has used Shavit et al. to teach forecasting within the supply chain, therefore

the use of the growth value of Examiner's Official notice would be incorporated within the forecasting to predict future sales for example);

(Regarding claims 26 and 36) wherein the group comprises independent franchise stores grouped by a franchise store characteristic other than a region or direct or indirect assignment by master supplier contract and determining benchmark data for independent franchise stores with that characteristic (Examiner takes Official Notice that it is well known in the art of business to use benchmarking to compare actual performance to a standard of typical competence to determine if the unit identified is above, below, or comparable to the benchmark standard. For example, stores purchasing a specific quantity of hamburger would compare their contract prices to other store's contract prices in order to determine if the price they pay is above, below, or comparable to the other store's contract price. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above, with the benchmarking comparison of Examiner's Official Notice, in order to determine if a price a store is paying for a specific quantity is above, below, or comparable to other store's prices. The benefit to this is to identify ways to reduce product prices by finding lower cost suppliers and/or to help in negotiating better contract prices.);

a component for electronically comparing the benchmark data to the data for one of the independent franchised stores having that characteristic to obtain comparison data (See Examiner's Official Notice regarding benchmarking above);

a component for generating a communication or providing electronic access via the network to the comparison data to one of the supply chain participants (See Examiner's Official Notice regarding benchmarking above.);

(Regarding claims 27 and 37) further comprising a component for determining a charge for access to the independent franchise store sales data to one of the independent suppliers based on a number of accesses to the supply chain electronic database by the independent supplier (Examiner takes Official Notice that it is well known in the art of business to charge suppliers with brokerage fees to provide brokers (or finder's fees), or middlemen, with funds for finding customers for suppliers. For example, when a supplier enters the network they would be charged a fee to provide RSI with funds for finding stores that desire purchasing goods from the supplier. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above, with the charging of fees to suppliers as taught by Examiner's Official Notice, in order to provide RSI with funds for finding stores that desire to purchase goods from the supplier.); and

(Regarding claims 28 and 38) further comprising a component for determining a charge for electronic advertising on the network (Examiner takes Official Notice that it is well known in the art of network sales to charge advertisers for electronic advertising to generate revenues for presenting the ads. For example, advertisers pay for the presentation of banner ads at websites. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as

modified above, with the charging for electronic advertising as taught by Examiner's Official Notice in order to generate revenues for presenting the ads.

(Regarding claims 39 and 40) A component for electronically associating each of a plurality of the independent franchise stores to at least one group based on a characteristic of the independent franchise store, wherein the group comprises less than all of the independent franchise stores (Whopping Inventory and RELEVANCE OF EACH DOCUMENT AND DISCLOSURE discloses the use of master contractors assigned to stores, stores covered by master contracts make up a group.);

A component for providing an interface on the network to allow access by each of the plurality of the independent franchise stores to data relating to the respective supplier master contracts associated with that independent franchise store and to data relating to independent franchise stores in the group (Examiner has used Shavit et al. to teach that it is known in the art of master purchasing agreements to automatically compare a contract term in a master contract to data received relating to the sale of items to calculating a balance due for items purchased in an umbrella agreement. Shavit et al discusses in column 13 line 45 where the buyer can inquire about the terms and balances of the agreement);

Response to Arguments

6. Applicant's arguments filed November 21, 2005 and October 7, 2005 have been fully considered but they are not persuasive.

In response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., mis-keying of data entered) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

In response to applicant's argument that the combination presented for rejection does not address the motivation to correct for mis-keying, the fact that applicant has recognized another advantage which would flow naturally from following the suggestion of the prior art cannot be the basis for patentability when the differences would otherwise be obvious. See *Ex parte Obiaya*, 227 USPQ 58, 60 (Bd. Pat. App. & Inter. 1985). For example, although the product data is scanned in automatically from a bar code with Noorie this does not eliminate discrepancies for other data entered and also between the stores format of data within their system and the supplier's computer system formats. For example the simple issue of an order date format. The date can be entered in various forms such as December 6, 2006, 12/6/06, 6/12/06, Dec. 6, 2006, etc.. but only be accepted in one type of format for either the store or supplier's databases. This reformatting of data is notoriously old and well known in the art of data processing. Additionally it is notoriously old and well known to identify incorrect data. For example, if the date were to be entered erroneously as December 6, 2000. It is old and well known that since the date is passed, the requested delivery date would be incorrect and therefore the user would be identified of this. Other examples include

enter in the month in a numeric form greater than the number 12 as there are only 12 months.

In response to applicant's argument that Jost et al. is nonanalogous art, it has been held that a prior art reference must either be in the field of applicant's endeavor or, if not, then be reasonably pertinent to the particular problem with which the applicant was concerned, in order to be relied upon as a basis for rejection of the claimed invention. See *In re Oetiker*, 977 F.2d 1443, 24 USPQ2d 1443 (Fed. Cir. 1992). In this case, Jost et al. is held to be analogous art as it is within the field of data management which incorporates a retail supply chain data management system.

In response to applicant's argument that the examiner has combined an excessive number of references, reliance on a large number of references in a rejection does not, without more, weigh against the obviousness of the claimed invention. See *In re Gorman*, 933 F.2d 982, 18 USPQ2d 1885 (Fed. Cir. 1991).

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, Noorie is used to teach that it is known in the art of supply chains to gather point-of-sales data and share it with others in the supply chain and teaches the motivation of this being to improve

supplier responsiveness to their customers (page 599). Jost et al. is used to teach that it is known in the art of data management to verify and correct discrepancies in a data format of the data entered and teaches the motivation of this being to allow sources having differing input formats while maintaining a single internal format for processing (see abstract and column 57 line 62). IBM Technical Disclosure Bulletin discloses is used to teach that it is known in the art of database management to log changes made to a database with the motivation being to track changes made to the database (which may also be useful in a system crash). Shavit et al. is used to teach that it is known in the art of master purchasing agreements to automatically compare a contract term in a master contract to data received relating to the sale of items with the motivation being, for example, to calculate a balance due for items purchased in an umbrella agreement. Examiner takes Official Notice is used to teach that it is notoriously old and well known in the art of computer systems to generate a signal, such as an error messages, when discrepancies exist with the motivation being to notify users of the condition so that action can be taken to correct.

Conclusion

7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elaine Gort whose telephone number is (571)272-6781. The examiner can normally be reached on Tuesdays and Fridays from 7:00 am to 7:30 pm.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elaine Gort whose telephone number is 571/272-6781. The examiner can normally be reached on Tuesday and Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571/272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

A handwritten signature in black ink, appearing to be 'EG' followed by a stylized flourish.

Elaine Gort
Examiner
Art Unit 3627

January 6, 2006